

Bid Document

Bid Details	
Bid End Date/Time	07-09-2022 11:00:00
Bid Opening Date/Time	07-09-2022 11:30:00
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Oil India Limited
Organisation Name	Oil India Limited
Office Name	Oil India Limited
Total Quantity	1
Item Category	Wireless Process Monitoring system (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Quality Assurance Plan document	1660194704.pdf
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

Bid Details	
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	22

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

GMFA

Oil India Limited, Duliajan, Assam 786602. Email : tuhin_roy@oilindia.in; Details of Beneficiary : OIL INDIA, Bank Name :HDFC BANK LIMITED Branch Name :Duliajan Bank Account No. :21182320000016 Type of Account :Current Account IFSC Code :HDFC0002118 MICR Code :786240302 SWIFT Code :HDFCINBBCAL
(Gmfa)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as

defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

3. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue

02-09-2022 09:00:00	Pre-bid conference shall be conducted through video conference. Venue - Oil India Ltd, Duliajan, Assam-786602
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Wireless Process Monitoring System (1 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	1%
Number of days allowed for ICT after site readiness communication to seller	90 Days

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	1	210

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	SCOPE View	SCOPE	Wireless Process Monitoring System(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

5. **Generic**

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within 30 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid.

Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

AA) TECHNICAL SPECIFICATIONS

DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied / Deviation / Not Applicable) Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
<p><u>Item 1 - Supply, Installation and Commissioning of Wireless Process Monitoring system. Qty = 1 Set.</u></p> <p>1.0 PREAMBLE</p> <p>This document together with the attachments defines and covers the guidelines for Design, Engineering, selection of equipment, equipment specification, scope of work, Installation and commissioning requirements complete with all accessories and materials for the supply and installation and commissioning of Wireless Process Monitoring system at location WHS-HWDH.</p> <p>2.0 LOCATION DETAILS</p> <p>Location WHS-HWDH is situated at 18 kms away from Field Head Quarter at Duliajan, Assam. The site is approachable via motor-able roads.</p> <p>3.0 ENVIRONMENTAL CONDITIONS</p> <p>The general climatic conditions are as stated below:</p>	

- Maximum Ambient Temperature 42 DegC
- Minimum Ambient Temperature 7 DegC
- Relative Humidity
- At 21 Deg C : 100 %
- At 32 Deg C : 95%
- At 41 Deg C: 70%
- Elevation Above Mean Sea Level : 170 metres
- Seismic Zone: V
- Yearly Average Rainfall : 300 mm

4.0 SCOPE OF OIL INDIA LIMITED SUPPLY

- a. Electrical Power Supply:** Rated voltage : 230 V-AC ($\pm 10\%$), single (1) phase, Rated frequency : 50 Hz (± 5 Hz) shall be made available.

5.0 SCOPE OF BIDDERS SUPPLY

1. Bidder shall be responsible for the design and supply of the complete system including but not limited to the design and supply of the orifice plates, selection and supply of transmitters of appropriate ranges, selection and supply of repeaters to achieve redundancy of communication paths, selection of additional instruments and equipment to meet the functionality specified in the specification document for WHS-HWDH.
2. Bidder shall supply suitable power supply to power the gateway through suitably sized SMPS.
3. Bidder shall supply the suitably sized wall mounted panel which will house the power supply for the gateways and network switches. Bidder shall also supply all the accessories needed to mount the panel on the wall.
4. Bidder shall supply all the necessary cables to meet the functionality specified in the specification document.
5. Bidder shall supply all the necessary tubing and fittings to meet the functionality specified in the specification document.
6. Bidder shall be responsible for the complete installation and commissioning of the supplied wireless instrumentation system at WHS-HWDH. The scope of installation and commissioning shall include physical installation of transmitters, gateways, antennae, repeaters (if any) and any other components of the wireless process monitoring system supplied including PC, large video screen (TV), network switches and wall mounted panel etc.
7. Configuration of the supplied system shall be under the bidder's scope.

8. Proper functioning of the supplied system as per the design philosophy shall be bidder's responsibility and bidder has to supply any other component required to meet functionality specified in the design philosophy.

6.0 DESIGN PHILOSOPHY.

1. The system designed shall be complete in all respect to measure the flow of gas at Test Unit-1, 2 and distribution line in MSCM/D, measure the pressure of various vessels in KG/cm² and temperature in Deg C.
2. Multivariable transmitters (MVT) shall be installed at the gas lines to measure the compensated flow as per the data provided in annexure. Supply of all accessories of the MVT e.g. temperature probe with thermowell, manifold, orifice etc. will be in supplier's scope.
3. There shall be a provision to compute and display the cumulative flow data of each flow transmitter on the supplied PC as well as in the large video screen.
4. There shall be a provision to display the measured parameters- pressure, temperature and flow on the supplied PC as well as in the large video screen.
5. There shall be a provision to reset the cumulative flow data.
6. There shall be a provision to display the trends of the measured pressure, temperature, flow and cumulative flow reading. There shall be facility to access historical trends. Historical trends for each measured value shall be available for minimum of 90 days at 30 second sampling rate.
7. There shall be provision of alarms for process variables.
8. There shall be a provision for remote access of the readings. Bidder shall include the necessary hardware for this functionality in the supplied system.
9. There shall be a provision of serial RS485 MODBUS communication from the supplied system to Oil India Limited's existing SCADA. The supplier shall provide the MODBUS address as well as to populate the data in any third party software like MODSCAN to the full satisfaction of OIL.
10. There shall be a provision of configuring the transmitters through the supplied PC.
11. The supplied PC shall be provided with network manager for configuration of the network, scheduling communication between wireless devices, device communication routing and network diagnostics to monitor and report.

12. The gateway and antennae shall be redundant.
13. The system supplied shall be scalable up to minimum of 50 numbers of measuring devices without adding gateway at later stage and shall be expandable to accommodate future wireless field instrument of the same protocol.
14. The wireless field devices must be microprocessor based with the capability to perform basic sensor diagnostics. Wireless transmitters should include an LCD that displays the process variable, device tag and other relevant status signals. Transmitter's transmit rate shall be user selectable and configurable between 1sec to 60 sec or more. Every field device can have different transmit rate configured as per requirement.
15. Wireless network shall be a two way communication link operating in the 2.4GHz ISM band. Network shall be purely wireless and no cable work will be allowed at field instruments to complete the network and proper functioning of the field devices. However Multivariable transmitters may be connected to the system via cables and adapters. Laying of cables from the field to the control room via trench / tray will be in the scope of the bidder. Maximum distance from the field to the control room is 150 metres.
16. Wireless network shall be secure, robust and password protected. The wireless devices shall be located and installed in such a way that continuous communication with gateway is established. Supplier shall ensure redundant path of communication from each device to gateway. The communication must have self-healing capability and after failure of some established communication, system must automatically re-establish communication via the redundant paths and vice-versa and there should not be any requirement of human interference for the same.
17. The system shall have the necessary encryption to communicate only with the device configured in the network and avoid interference from other nearby wireless devices which are not configured in the same network.
18. The cable used to connect the antennae to the gateway shall be routed through suitable conduit supplied by the bidder providing adequate protection to the cables.
19. SS tubing and SS fittings shall be used of Swagelok, Parker, Hoke or Sandvik make.
20. The gateway shall have detachable antenna. It shall be installed in a safe area within the control room and the antenna shall be installed outside in such a way to get the proper line of sight.

21. Necessary cables (power /signal) shall be of reputed brands.

7.0 PROCESS DATA FOR SIZING CALCULATIONS AND EQUIPMENT SELECTION:

Process data for orifice sizing and instrument selection has been given in Annexure- AA.

8.0 Documents to be submitted along with the bid:

1. Bill of Materials to meet the scope specified in the specification document. Reference BOM has been attached as **Annexure-BB** for reference only which is not exhaustive.
2. Compliance to technical specifications and BEC BRC.
3. Datasheets of the gateway, flow transmitters, pressure transmitter, temperature transmitter, large video screen.

9.0 DETAILED ENGINEERING:

1. Successful bidder shall visit the site to gauge the actual requirement before starting detailed engineering.
2. Successful bidder shall submit the following documents for approval from Oil India Limited:
 - a. Architecture of the system.
 - b. General Arrangement drawing of the wall mounted panel.
 - c. Graphics that will be configured in the system.

Note: Representatives from OIL may visit the successful bidder's premise for document approval and configuring the HMI as per their requirement. OIL shall bear the cost towards travelling and accommodation of their representative.

10.0 TECHNICAL SPECIFICATIONS:

10.1 Orifice Plate:

1. Existing Flange Details:
 - a. For TU-1: 4" x 300 class.
 - b. For TU-2: 4" x 150 class.
 - c. For Distribution line: 4" x 300 class.
2. Existing Line Details:
 - a. Line size: 4 inch NB
 - b. Material of construction of line: Grade X-46 (Carbon Steel)
3. Orifice plate material of construction: Stainless Steel
4. Orifice details shall be engraved on the paddle
5. Bidder shall be responsible for sizing of the orifice plate as per the flow conditions given in this document.

6. Allowable differential pressure: 100 inches WC.
7. Orifice plate supplied shall be suitable for installation in the existing flange without any modification.
8. Documentation: Data sheets of the orifice plates shall be submitted along with the bid.

10.2 Flow Transmitter:

1. Type: Multivariable transmitter (HART)
2. Model: Bidder to specify
3. Range: DP range 0-100 inches WC.
4. Ambient temperature & Humidity: 0 to 60 Deg C & 50 to 99% RH (non-condensing)
5. Accuracy: +/- 0.075 % of the span or better
6. Stability: +/- 0.1% of URL for 05 years
7. Refresh rate should be field selectable from 05 seconds to 60 minutes.
8. Rangeability: 50:1 or better
9. Over range protection: 130% of full range
10. Transmitter power: +24 VDC
11. Transmitter output: 4-20 mA, HART
12. Tx. diaphragm & other wetted parts: SS316 or better
13. Process media: Natural gas
14. Process temperature: up to 80 Deg C
15. Process Connection: ½ in NPT (F), the connections shall include vent/ flush ports as applicable.
16. Area Classification Certification: In accordance with OMR-2017 Guidelines for use in Zone-2 Gr. IIA/IIB, T3.
17. Enclosure: IP 65 rating or better.
18. Local display: Required
19. Self-diagnostic: Required
20. Security: should comply basic industrial standards necessary documents should be provided.
21. Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. Calibration certificate, IP Protection Certificate, Hazardous Area Classification certificate, Material Certificates to 3.1 as per EN10204, etc. need to be provided at the time of delivery.
22. Accessories:
 - (a) Bidder shall provide mounting accessories for 2 inch pipe and suitable 5 valve SS manifold. The manifolds shall be of same make as that of the transmitter.

(b) Bidder shall provide suitable adapter / converter to incorporate the wired transmitter with the wireless gateway.

10.3 Pressure Transmitter:

1. Type: Wireless Gauge pressure transmitter
2. Model: Bidder to specify
3. Range: As per **BOM**.
4. Ambient temperature & Humidity: 0 to 60 Deg C & 50 to 99% RH
5. Accuracy: +/- 0.075 % of the span or better
6. Stability: +/- 0.1% of URL for 05 years
7. Rangeability: 50:1 or better
8. Over range protection: 130% of full range
9. Tx. diaphragm & other wetted parts: SS316 or better
10. Area Classification Certification: In accordance with OMR-2017 Guidelines for use in Zone-2 Gr. IIA/IIB, T3
11. Enclosure: IP 65 rating or better.
12. Local display: Required
13. Process media: Natural gas
14. Process temperature: up to 80 Deg C
15. **Process Connection for flow line PT: ½" NPT(F) with remote seal with capillary up-to 5 Mtrs. The connection may include vent/ flush ports as applicable.**
16. **Process Connection for process vessel PT: ½" NPT(F). Connection may include vent/flush ports as applicable.**
17. Mounting bracket: (304 SS) with plate and nuts for 2 inch pipe mounting. Transmitter shall be provided with 2-valve manifold. The process and vent/drain shall be provided with 1/2" OD double compression type fittings.
18. Transmitter power: Transmitter to be supplied with easy to replace battery. With an update time of 1min, required battery life is min. 7 years or more with devices configured as I/O + Repeaters or visa-vis for seamless communication. Any additional Battery to serve this requirement shall be offered by vendor in their BOM.
19. Transmitter output: Wireless
20. Wireless protocol: Wireless HART/ ISA 100.11a
Frequency: 2.4GHz Range (license free ISM Band) Antenna: Internal within the Sensor Housing/ Integrally mounted/ Integral threaded type antenna with transmitter. Separate Antenna with cable is not acceptable.
21. Transmitter update rate: Selectable between 5 seconds to 60 minutes.

22. Network: Wireless network, must be field configurable in star or mesh or combination of both topologies based on site requirement. Freely Configurable as IO or Repeater or IO+ Repeater or in Auto mode.
23. Transmitter configuration: Local/via gateway over the network Device programming: Tx to have capability to work both as input device and repeater.
24. Self-diagnostic: Required
25. Security: should comply basic industrial standards necessary documents should be provided.
26. Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. Calibration certificate, IP Protection Certificate, Hazardous Area Classification certificate, Material Certificates to 3.1 as per EN10204, etc. need to be provided at the time of delivery
27. Accessories: Bidder shall provide mounting accessories for 2 inch pipe and suitable 2 valve SS Manifold.

10.4 Temperature Transmitter:

1. Type: Wireless Temperature transmitter
2. Model: Bidder to specify
3. Range: As per **BOM**.
4. Input type: Input type should be selectable: Thermocouples, 3, and 4-wire RTDs.
5. Ambient temperature & Humidity: 0 to 60 Deg C & 50 to 99% RH
6. Accuracy: +/-0.5 Deg Celsius(Digital Accuracy) for PT100 RTD Input at 20 °C reference condition
7. Stability: +/- 0.1% of URL for 05 years
8. Rangeability: 50:1 or better
9. Process media: Natural Gas
10. Process temperature: up to 80 Deg C
11. Area Classification Certification: In accordance with OMR-2017 Guidelines for use in Zone-2 Gr. IIA/IIB, T3
12. Enclosure: IP 65 rating or better.
13. Local display: Required
14. Cable Entry: ½ in NPT (F)
15. Mounting bracket: (304 SS) with plate and nuts for 2 inch NB pipe mounting
16. Transmitter power: Transmitter to be supplied with easy to replace battery. With an update time of 1min, required battery life is min. 7 years or more with devices configured as I/O + Repeaters or visa-vis for seamless communication. Any

additional Battery to serve this requirement shall be offered by vendor in their BOM.

17. Transmitter output: Wireless
18. Frequency: 2.4GHz Range (license free ISM Band)
19. Wireless protocol: Wireless HART/ ISA 100.11a
20. Antenna type: Internal within the Sensor Housing/ integrally mounted/ integral threaded type antenna with transmitter.
21. Separate Antenna with cable is not acceptable.
22. Transmitter update rate: Selectable between 5 seconds to 60 minutes.
23. Network: Wireless network, must be field configurable in star or mesh or combination of both topologies based on site requirement. Freely Configurable as IO or Repeater or IO+ Repeater or in Auto mode.
24. Transmitter configuration: Local/via gateway over the network
25. Device programming: Tx to have capability to work both as input device and repeater.
26. Self-diagnostic: Required
27. Sensor Specification: 3 Wire, Pt-100, Dual Element.
28. Thermowell Specification: SS 316 Material, Solid Drilled and Tapered construction.
29. Thermowell Insertion length: Vendor to check during detail engineering.
30. Security: Should comply basic industrial standards necessary documents should be provided.
31. Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. Calibration certificate, IP Protection Certificate, Hazardous Area Classification certificate, Material Certificates to 3.1 as per EN10204, etc. need to be provided at the time of delivery
32. Accessories: FLP cable glands (as applicable), Thermowell and temperature sensor (thermocouple/ RTD as applicable), mounting accessories for 2 inch pipe

10.5 Wireless Gateway

1. Type: Gateway shall be with detachable remote antenna mounting for seamless communication. Gateway shall be redundant with maximum change over time of 16 sec. Gateway shall be provided with detachable remote antenna along with cable between gateway and antenna and all accessories. The bidder must mention the maximum distance up-to which the

antenna may be extended which should not be less than 20 meters and must supply the extension cable along with the gateway.

2. Update rate: Update rate shall be user selectable. Minimum range for selecting update rate shall be 1sec to 1 minute.
3. Gateway output: Modbus TCP/IP or as per system requirement and to fulfil the other technical requirement.
4. Network: Wireless network communication shall be field configurable to establish star/mesh/ combination of both topologies to optimize the network usage. The communication must have self-healing capability and after failure of some established communication, system must automatically re-establish communication via the redundant paths and vice versa and there should not be any requirement of human interference for the same.
5. Protocol: Wireless HART/ ISA 100.11a Frequency: 2.4 GHz range (license free ISM band)
6. Security: Should comply basic industrial standards, necessary documents should be provided. Gateway Capacity: The system shall be scalable up-to minimum 50 nos. of input device without any addition of gateway with update rates of max. 16 seconds.
7. Input power supply: 24 V DC
8. Electronic housing / protection: Suitable for safe area, control room installation

10.6 Desktop Computer

1. Operating System: Latest Licensed windows professional version
2. Processor: Intel i5 minimum
3. RAM: 8 GB minimum
4. HardDisk: 500 GB minimum
5. Antivirus: 1 year validity
6. Monitor Screen Size: 23 inches minimum
7. Optical Drive: DVD +/-RW
8. Ports: HDMI, Ethernet and USB
9. Accessories: Keyboard, Mouse and good quality of Speakers (this speakers will be used for process alarms)

11.0 Installation and Commissioning:

1. Bidder shall be responsible for the physical installation of the field instruments, gateway, wall mounted LVS and PC.

Bidder shall be responsible for the configuration of the entire system including setting up of Desktop Computer.

Installation and Commissioning job will take place at location WHS-HWDH; 18 kms away from Duliajan.

Installation and Commissioning charges must be quoted separately (should not be clubbed together with main equipment) on lump sum basis which shall be considered for evaluation of the offers.

While quoting Installation/Commissioning charges above, bidder should take into account all charges including to and fro fares, boarding/lodging, local transport at Duliajan, Assam other expenses of supplier's personnel during their stay at Duliajan.

OIL will provide 230 VAC power inside the control room. Rectification to 24 VDC required for gateway, field instruments etc. will be in the bidder's scope.

Laying of signal / power cables through trench / trays will be in bidder's scope.

OIL shall call the supplier within 30 days after receipt of the items at Duliajan for starting Installation & Commissioning. Installation & Commissioning shall be completed by Supplier within 3 months of receipt of intimation from OIL.

12.0 NOTES TO INSTALLATION AND COMMISSIONING AND SAFETY MEASURES

1. Work will be done normally during day light hours & irrespective of holidays, Sundays etc. However, in case of emergency, work may have to be done beyond normal working hours with prior permission from Installation Managers/user department/CISF.
2. The successful bidder must obtain "Entry Permit" from CISF Commandant/ Head-Security of OIL for all his workers to enable them to work inside the installations.
3. NUISANCE: - The successful bidder or his representative shall not at any time cause any nuisance on the site or do anything which shall cause un-necessary disturbance in the installation. OIL reserves the right to reject any one or all the personnel deployed by the successful bidder on the basis of their performance, conduct and discipline. If any replacement is sought by Engineer-in-Charge, the same shall have to be arranged by the successful bidder within 24 Hours or as per

<p>instruction of Engineer-in-Charge. In case of any dispute the decision of Engineer in-Charge shall be final and binding.</p> <ol style="list-style-type: none"> 4. CARE OF WORKS: - From the commencement to completion of work, the successful bidder shall take full responsibility for the care of all equipment and pipelines including all temporary works and in case any damage, loss or injury shall happen to the equipment/work/person or to a part thereof due to negligence of the successful bidder, the same shall be rectified/compensated by the successful bidder without any extra claim. 5. The successful bidder shall abide by all safety and security rules and regulations existing in the OIL's Installations. The successful bidder shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/ plant premises/ residential premises/ public places etc. The successful bidder shall be required to take work permit from respective shift in charges for each day and each shift for all kind of jobs. There can be instances of not getting permits, withdrawing of permits already issued at any stage of work due some operational safety and security reasons. For any stoppage of work for such reasons no claim whatsoever will not be considered. 6. Any compensation arising out of the job carried out by the successful bidder whether related to pollution, Safety or Health will be paid by the successful bidder only. 7. Any compensation arising due to accident of the successful bidder's personnel while carrying out the job, will be payable by the successful bidder. 8. The successful bidder shall have to report all incidents including near miss to Installation Manager/ departmental representative of the concerned department of OIL. 9. In case the successful bidder is found non-compliant of HSE laws as required, the company will have the right for directing the successful bidder to take action to comply with the requirements, and for further non-compliance, the successful bidder will be penalized as per prevailing relevant Acts/ Rules/ Regulations. 10. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures, Company will have the right to direct the successful bidder to cease work until the non-compliance is corrected. 	
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11. All safety gears like safety boots, helmets, safety belts, hand gloves, safety goggles etc. required for carrying the job in a safe manner shall be arranged by the successful bidder.
12. The successful bidder shall maintain first aid facilities for its employees. All critical industrial injuries shall be reported promptly to Oil India Limited, and a copy of the successful bidder's report covering each personal injury requiring the attention of a physician shall be furnished to the Oil India Limited.
13. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
14. The Contractor shall prepare written Safe Operating Procedures (SOP) for the works to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOPs should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed. Before adoption, same to be approved by OIL.
15. The contractor shall keep the SOP up to date and shall provide a copy of the set of SOP to OIL for record.

13.0 Factory Acceptance Test(FAT):

1. OIL reserves the right to involve and satisfy itself at each and every stage of testing.
2. Before the system is delivered to the site, satisfactory performance of the entire system shall be demonstrated. OIL shall depute minimum two persons for witnessing the FAT. The system shall simulate the final onsite configuration as closely as possible.
3. The successful bidder shall intimate OIL atleast 30 days prior to FAT for deputing OIL's personnel, cost of travel, accommodation and other expenses of OIL's inspection team will be borne by OIL
4. Detailed test schedules, including at least the tests listed below, shall be submitted for the Company's approval one month before the testing. The Bidder shall have a technician and test equipment available full time during testing.
5. The following minimum activities shall be part of the Factory Acceptance Test in addition to any tests recommended by the bidder:

<ul style="list-style-type: none"> • Graphics checking as well as verification of the temperature compensation equations. • Verification of the flow totalizer functioning. <p>14.0 Site Acceptance Test (SAT):</p> <p>OIL shall witness successful uninterrupted operation of the supplied system for a duration of minimum 72 hours at site. Any malfunctioning of the system components (supplied under this contract) shall be rectified free of cost .Once the failure in the control panel is detected, the test shall start all over again from the beginning. OIL shall take over the system for regular operation once the Site Acceptance Test is completed successfully.</p> <p>15.0 Warranty/ Guarantee:</p> <p>The equipment/ materials will be guaranteed for a period of 18 (eighteen) months from the date of receipt of the material at OIL's depot or 12(twelve) months from the date of commissioning whichever is earlier. The supplier shall repair or replace any item or equipment found defective in materials or workmanship or performance within the above period free of cost. The warranty is applicable to bought out items and system software also. Any system/ software fault during warranty period, supplier has to attend after receiving of calls from M/s OIL on free of charges.</p> <p>16.0 TRAINING:</p> <p>Bidder shall provide onsite training to OIL's personnel for 1 day after successful installation and commissioning of the system.</p>	
<p>BB: <u>PRE-BID CONFERENCE:</u></p> <p>a) A Pre-Bid Conference is scheduled to be held at Oil India Limited, Duliajan, Assam-786602 tentatively on <u>02.09.2022</u> to explain the requirements of OIL in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender.</p> <p>Pre-bid conference shall be conducted through video conference. Bidders interested to attend the pre-bid conference as above must send their confirmation to: Mr. Tuhin Roy, Chief Manager Materials (FD), Oil India Limited, P.O. Duliajan-786602, ASSAM, E-mail: tuhin_roy@oilindia.in at least 2 (Two) days prior to the date of pre-bid conference.</p>	

The link to video conference shall be shared with those bidders only who send their confirmation for participation at least 2 (Two) days prior to the date of pre-bid conference

- b) The prospective bidders may submit their queries, if envisaged against the tender conditions any, through e-mail to the above-mentioned e-mail id at least 2 (Two) days prior to the date of pre-bid conference. OIL expects that the Bidders should comply to the tender conditions in toto. However, clarifications/exceptions/deviations, if required any, should be brought out by the bidders prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company shall communicate the changes/modifications in this regard, if agreed any, through an addendum to tender document in e-portal and thereafter Company shall be at liberty to reject all such non-compliant Bids.
- c) **Maximum three (3) representatives from each prospective bidder (authorized to participate in the tender), shall be allowed to participate in the pre-bid conference.** All costs associated to attend the pre-bid conference by Bidders representatives shall be borne by the interested Bidders.
- d) Details :

Pre Bid Queries/ Clarifications on the Tender	To submit through e-mail addressed to tuhin_roy@oilindia.in.
Date of Pre-bid Conference	<u>02.09.2022 (09.00 AM IST)</u>
Venue	Oil India Ltd, Duliajan, Assam- 786602
Last date for receipt of Pre-bid participation confirmation:	<u>01.09.2022</u>
Mode of Pre-bid Conference	Online
Joining link	Shall be provided by email on the Date of Pre-bid Conference.

<p><u>Special Notes:</u></p> <p>1. The bidder shall confirm that materials to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 18 months from the date of despatch/shipment or 12 months from the date of receipt at destination, whichever is earlier, against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.</p> <p>2. The Bidder shall categorically confirm in their technical bid about compliance of all the points under technical specification and notes of the tender.</p>	
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Annexure AA: Process Data

Sl. No.	Instrument	Details required	Unit
01	Multivariable transmitter for gas calculation at TU-1	Minimum Flow rate: 0 Maximum Flow rate: 0.25 Normal Flow rate: 0.17 Minimum Pressure: 15 Maximum Pressure: 30 Normal Pressure: 19 Existing line size: 4	MMSCMD MMSCMD MMSCMD Kg/cm2 Kg/cm2 Kg/cm2 inches
02	Multivariable transmitter for gas calculation at TU-2	Minimum Flow rate: 0 Maximum Flow rate: 0.1 Normal Flow rate: 0.015 Minimum Pressure: 3 Maximum Pressure: 6.5 Normal Pressure: 4.5 Existing line size: 4	MMSCMD MMSCMD MMSCMD Kg/cm2 Kg/cm2 Kg/cm2 inches
03	Multivariable transmitter for gas calculation at Distribution line	Minimum Flow rate: 0.1 Maximum Flow rate: 0.3 Normal Flow rate: 0.17 Minimum Pressure: 15 Maximum Pressure: 30 Normal Pressure: 19 Existing line size: 4	MMSCMD MMSCMD MMSCMD Kg/cm2 Kg/cm2 Kg/cm2 inches

Annexure-BB : Reference Bill of Materials

Location	Transmitter type	Quantity	RANGE	SERVICE	Remarks
HP Manifold	Pressure	5	0-100 Ksc	CRUDE OIL	Remote seal with companion flange
LP manifold	Pressure	5	0-50 ksc	CRUDE OIL	Remote seal with companion flange
Header	Pressure	2	0-30 Ksc	CRUDE OIL	Remote seal with companion flange
Header	Pressure	1	0-10 ksc	CRUDE OIL	Remote seal with companion flange
Indirect Header	Pressure	2	0-100 Ksc	CRUDE OIL	Remote seal with companion flange
Indirect Header	Temperature	1	(0-100) deg.C	WATER	IH bath temperature
Indirect Header	Temperature	2	(0-100) deg.C	CRUDE OIL	Inlet, outlet temperature
Group Unit-1	Pressure	1	0-30 Ksc	Natural gas	
Group Unit-2	Pressure	1	0-10 Ksc	Natural gas	
HPMS	Pressure	1	0-30 ksc	Natural gas	
HPMS	Temperature	1	(0-100) deg.C	Natural gas	
HPMS	HP Flare Pressure	1	0-30 ksc	Natural gas	HP flare line pressure
LPMS	Pressure	1	0-10 ksc	Natural gas	Vessel pressure
LPMS	LP flare Pressure	1	0-10 ksc	Natural gas	LP flare line pressure
LPMS	Temperature	1	(0-100) deg.C	Natural gas	
TU-1	Pressure	1	0-30 ksc	Natural gas	
TU-1	Temperature	1	(0-100) deg.C	Natural gas	
TU-1	Gas Flow rate	1		Natural gas	MVT with orifice plate
TU-2	Pressure	1	0-10 ksc	Natural gas	
TU-2	Temperature	1	(0-100) deg.C	Natural gas	
TU-2	Gas Flow rate	1		Natural gas	MVT with orifice plate
SERVO	Pressure	1	0-10 ksc	Natural gas	

BGN Line	Pressure	1	0-30 ksc	Natural gas	Baghjan Distribution line pressure
CODP	Pressure	3	0-80 ksc	CRUDE OIL	Remote seal with companion flange
Booster	Pressure	2	0-10 ksc	CRUDE OIL	Remote seal with companion flange
Distribution line flow transmitter	Gas Flow rate	1		Natural gas	MVT with orifice plate
Gateway Redundant		1 set			
PC		1 no.			Minimum 23" display
Large screen display		1 no.			minimum 45" (SONY / LG)
Wall mounted junction box with SMPS		1 no.			Shall contain the power supply and the gateways.
Tubes and fittings		1 lot			Make: Swagelok, Parker, Sandvik, Hoke

Note: This BoM is for reference purpose only. Exact requirement for successful installation and commissioning need to be assessed and quoted by the bidders.

PRICE BREAK UP –**A) PRICE BREAK UP OF ITEMS WHOSE COST IS TO BE INCLUDED IN "GEM PRICE SCHEDULE".**

		<i>Qty</i>	<i>Unit Price (In Rs) including GST</i>	<i>Applicable GST rate</i>
	Detailed Bill of Materials to meet the scope specified in the specification document. Item details and Quantity to be mentioned			

B) PRICE BREAK UP OF ITEMS WHOSE COST IS NOT TO BE INCLUDED IN "GEM PRICE SCHEDULE".

		<i>Qty</i>	<i>Unit Price (In Rs) including GST</i>	<i>Applicable GST rate</i>
	Not applicable			

Notes:

1. Price break up to be provided for above.
2. Bidders should fill up, sign and upload this price break up under "Financial documents" of GEM Priced bid only. The price breakup should not be uploaded under GEM Technical bid as it shall lead to rejection of the bid.

BID EVALUATION CRITERIA / BID REJECTION CRITERIA (BEC/ BRC)

BID REJECTION CRITERIA (BRC):

The bids shall conform to the specifications and terms as well conditions laid out in the tender. Bids will be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the respective international / national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, particularly the following requirements will have to be met by the bidders, without which, the offer will be considered as non-responsive and shall be rejected.

(A.1) BRC -TECHNICAL:

1.0 Qualification Criteria

1.1. The bidder shall be an Original Equipment Manufacturer (OEM) of the tendered item(s)

OR

1.2. If the bidder is not the OEM of the tendered items, then the bidder must submit copy of authorization letter from their OEM to supply the tendered items with warranty/guarantee back from the principal (OEM).

2.0 Experience Criteria.

2.1 Bidder must have supply experience of successfully executing at least one order of '**Wireless Instrumentation System**' of value not less than Rs 54.98 Lakhs in preceding 5(five) years from the original bid closing date of the tender.

2.2 In case the bidder is OEM of the tendered items, then the bidder can either submit their own supply experience as per clause 2.1 above or they can submit supply experience of successfully executing their own manufactured 'Wireless Instrumentation System' of value not less than Rs 54.98 Lakhs through their authorized agent/dealer/distributor/supply house/channel partner/reseller in preceding 5(five) years from the original bid closing date of the tender.

Note: "Wireless Instrumentation system" is defined as data acquisition system which shall comprise of Wireless Field Instruments like pressure transmitters, temperature transmitters; Gateways, Antenna, Power supply, Wireless adapters, desktop PC etc. to gather the process parameters from field and display it in the control room. The system shall have the facility to record/display trend and to incorporate user defined alarms.

2.3 Bidder must submit the following documentary evidence in support of previous supply experience as applicable under clause 2.1 or 2.2 above:

- (i) Copy of Purchase Order(s) /Contract document(s)and
- (ii) Any one or combination of the following documents that confirms the successful execution of the purchase order(s) / contract(s).
 - Completion report / performance certificate from the clients,
 - Bill of lading,
 - Delivery challan / invoice etc.
 - Any other documentary evidence that can substantiate the successful execution of each of the Purchase Order(s) / contract(s) cited above.

NOTE:

a) The Purchase Order date need not be within 05 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 05 (five) years preceding original bid closing date of this tender.

b) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature/stamp.

3.0 Bidder should categorically confirm in the technical bid to deliver the items within 7 months after receipt of formal order failing which their offer will be rejected.

(A.2) BRC - FINANCIAL:

1.0 The bidder shall have an annual financial turnover from Operations equal to minimum **INR 54.98 Lakhs** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

{Annual Financial Turnover of the bidder from operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91). }

2.0 "Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.

{ Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".}

3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the

preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking (**PROFORMA - 8**) certifying that 'the balance sheet/Financial Statements for the financial year (as applicable) has actually not been audited so far'.

Note:

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in (**PROFORMA - 9**)

OR

ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

5.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted:

(i) Turnover of the parent/ultimate parent/holding company should be in line with Para A.2 (1.0) above.

(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2.0) above

- (iii) Corporate Guarantee (**PROFORMA - 10**) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- (iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

ANNEXURE-IV

B. COMMERCIAL CHECKLIST:

<u>Sl No.</u>	REQUIREMENT	COMPLIANCE
1.0	Whether quoted as manufacturer?	Yes / No
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	Yes / No
2.1	If quoted as OEM Dealer / Supply House. (a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	Yes / No
2.2	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
2.3	Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.	Yes / No
2.3.1	Name and details of the company to whom the bidder has successfully executed orders / contracts for atleast 50% of the tendered quantity as per Experience criteria clause of BRC-Technical.	
2.3.2	Whether submitted the profile and other documents of the company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)	Yes / No
3.0	Name of Manufacturer.	
4.0	Place of Despatch.	
5.0	Local content amount and percentage. Details of locations at which the local value addition is made.	
6.0	Whether you are quoting under PP-LC or MSME policy.	
7.0	Whether Integrity Pact with digital signature uploaded (if applicable as per Additional Terms and Conditions) ?	
7.1	Whether all the clauses in the Integrity Pact have been accepted?	

8.0	Name, Address, Phone No & E-mail id of Bidder.	
8.1	Bank details of Bidder.	
9.0	Whether indicated 'Local Content' required as per PPLC Policy?	
9.1	Whether indicated the import content in Price Bid?	

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SPECIAL NOTES TO BIDDERS:

1.0 The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @ 12 % (for indigenous bidder) will be applicable as per Govt. Policy in vogue.

2.0 Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 1 month prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.

3.0 Bidder to categorically confirm under which policy i.e. PP-LC or MSME or DPIIT-MII, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. No benefit will be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

In case of tenders for Iron & Steel products as per DMI & SP policy, only the eligible bidders meeting the requisite criteria as per the DMI & SP policy shall be considered for further technical evaluation. Availing the benefit of Purchase Preference and awarding of eligible tendered quantity after price matching shall be considered based on Bidder's declaration of availing of PP-LC or MSME policy only.

4.0 OIL's Reference No. PR = 1423780.

5.0 The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment/ dispatch or 12 months from the date of receipt of the items, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.

6.0 Bidders shall submit their offer mentioning pointwise compliance / non-compliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.

7.0 Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (1H) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and
- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of Income tax Act, 1961.

8.0 PERFORMANCE SECURITY

Performance Security: Performance Security @ 3.0 % of PO value shall be submitted after receipt of PO. Validity of the performance security shall be 03 (three) months beyond the PO warranty period.

Additional Performance Security for PP-LC policy benefit: In Case the bidder seeks benefits as per PP-LC policy and the PO is awarded based on PP-LC policy benefit, then the bidder shall have to submit additional Bank Guarantee (format enclosed as PROFORMA-XIV) equivalent to 10 % of Total PO value towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

Unless otherwise specified, the Seller shall furnish Performance Security to Purchaser in the form of a Bank Guarantee/Letter of Credit/ Demand Draft within 30 days of notification of purchase order/contract for the value and validity as per terms of Purchase order/contract. Performance Security shall be strictly as per the format prescribed vide PROFORMA-3 to this document.

8.1 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

8.2 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.

8.3 Purchaser reserves the right to cancel the order and forfeit the corresponding Bid Security, in case of failure on the part of Seller to submit Performance Security as above.

8.4 The amount of Performance Security and the date of expiry of the Performance Security shall be as specified in the LOA/Purchase Order. Unless specified otherwise, the amount of Performance Security in case of Procurement of Goods shall be 3% of order value (excluding taxes & duties).

8.5 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

8.6 Bank Guarantee/Letter of Credit with condition other than those mentioned in OIL's prescribed format shall not be accepted.

8.7 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

8.8 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2017.

8.9 The Performance Security specified above must be valid for three (3) months beyond the Warranty Period (if any) indicated in the Purchase Order/Contract agreement. The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.

8.10 The Performance Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.

8.11 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2017

8.12 In case, the Performance Security in the form of a Bank Guarantee/ Letter of Credit is found to be not genuine or issued by a fake banker or issued under the

fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2017. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

8.13 In case of Bank Guarantee, the Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

8.14 In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.

8.15 In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (3% of AMC value valid for three months beyond entire execution period).

9.0 Unloading For all other bulky items to be floated in GeM:

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF ITEMS ONLY. Supplier shall depute adequate crew, who has experience of unloading of items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.

10.0 No Bid Security /Earnest Money Deposit (EMD) shall be applicable till 31.12.2022. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to

sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed PROFORMA - 1 along with their Technical bids.

11.0 PRICE BREAK UP -

Bidders should fill up, sign and upload the price break of items (as detailed in Annexure -II) under "Financial documents" of GEM Priced bid only. The price breakup should not be uploaded under GEM Technical bid as it shall lead to rejection of the bid.

12.0 DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):

12.1 Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.

12.2 Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.

12.3 Seller shall forward the documents, as mentioned below, by courier service immediately after the dispatch is made:

(I) WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY:

A)	To concerned finance official of Oil India Limited	<ul style="list-style-type: none"> i) Bill in original + one copy. ii) Copy of the C-Note/RR. iii) Copy of Mill Inspection Certificate, if any. iv) Copy of Third-Party Inspection Certificate, if any. v) Copy of Delivery Challan. vi) TPI Declaration as per Proforma C enclosed. (Original). vii) Copy of Tax Invoice. viii) Copy of packing list. ix) Documentary evidence of payment of Customs Duty, if any.
B)	To concerned Receiving section official of Oil India Limited	<ul style="list-style-type: none"> i) Clear Consignee copy of RR/C-Note-Original+1 copy. ii) Copy of Tax Invoice. iii) Delivery Challan (Original). iv) Packing list (Original). v) Mill inspection certificate, if any (Original).

		vi) Third Party Inspection certificate, if any (Original). vii) TPI Declaration as per Proforma C Enclosed-One Copy. viii) Warranty Certificate (Original).
C)	To concerned Purchase section official of Oil India Limited	One set consisting copies of all the documents as mentioned in (B) above.

Note: Where payment term is after receipt and acceptance of materials, the complete

set of documents meant for Chief General Manager (A/P) as indicated in para 29.3 (I) (A) should be submitted to Dy. General Manager Materials (Receiving).

13.0 Restrictions on procurement from a bidder of a country which shares a land border with India.

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per format provided vide, "PROFORMA - 5" along with the technical bid.

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Validity of Registration:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India "for the purpose of this Order means: -

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen

percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

7. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

PROFORMA - 1BID SECURITY DECLARATION

To,

M/s. Oil India Limited

.....
.....

Sub:

Tender No:.....

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s.
(Name of Bidder) have submitted our offer/bid no.....

We, M/s.(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

(i) fail or refuse to execute the Contract, if required, or

(ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.

(iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

PROFORMA – 3

PERFORMANCE SECURITY FORM

To:

**M/s. OIL INDIA LIMITED,
MATERIALS DEPARTMENT**

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No.
and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____

Name of Bank: _____

Address: _____

Witness: _____

Address: _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

(a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) "MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation indicating the Purchase Order No.....shall be sent through SFMS by the BG issuing bank branch to STATE BANK OF INDIA, Duliajan Branch, IFS Code – SBIN0002053, Branch address – STATE BANK OF INDIA, Duliajan Branch, Duliajan, District Dibrugarh, PIN – 786602.

MICR Code 786002302; SWIFT Code SBININBB479

(b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India

(To be typed on the letter head of the bidder)

Ref. No _____

Date: _____

Tender No. _____ Date: _____

OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

Dear Sirs,

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note : This form should be returned along with offer duly signed.

PROFORMA – 6

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

Ref: Clause No. B - Financial Criteria of the BEC

Tender No.: _____

I the authorized signatory(s) of
..... (Company or firm name with address) do hereby solemnly
affirm and declare as under:-

The balance sheet/Financial Statements for the financial year
_____ (as the case may be) has actually not been audited as on the
Original Bid closing Date.

Place :.....

Date :.....

Signature of the authorized signatory

Note: This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

PROFORMA - 7

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the bidder) for the last three (3) completed accounting years upto..... **(as the case may be)** are correct

YEAR	TURN OVER In INR (Rs.) Crores/ US \$ Million) *	NET WORTH In INR (Rs.) Crores / US \$ Million) *

*Rate of conversion (if used any): USD 1.00 = INR

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

NOTE: As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.

PROFORMA – 8

PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING (Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s(mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office atherein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for.....and M/s.....(Bidder) intends to bid against the said tender and desires to have Financial support of M/s..... [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in

India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable) Witness: 1. 2.	for and on behalf of (Bidder) Witness: 1. 2.
---	--

PROFORMA-C

Declaration Certificate

By

**Third Party Inspector
(OIL Approved wherever TPI inspection is required)**

This is to certify that following material and quantity offered to us for inspection
by
M/s..... has been inspected by
us
as per scope of inspection mentioned in purchase order no.....
Dated
..... of OIL INDIA LTD and cleared by us for despatch to the
Purchaser.

Material:
Quantity Passed:
Certificate No.:
Issued by us.

Signature of Third Party
Seal

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____

Dated _____

To,
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy _____ (linked with _____ Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it

is discharged by OIL in writing. This guarantee shall not be determined, discharged or

affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any

of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and

all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. in figures) _____ (Indian Rupees) (in words) _____) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

(Signature)
Full name and official address
(in legible letters)
Stamp

Attorney as per power of
Attorney No._____
Dated _____

